

LSK&D #: 415-8013 / 1032410

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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GWENDOLYN GRAY,

Plaintiff,

Index No.: 08 CV 03233  
(RWS)

-against-

**ANSWER**

THE UNITED STATES OF AMERICA,  
WACKENHUT SERVICES, INCORPORATED,  
ALUTIIQ SECURITY & TECHNOLOGY, LLC  
and AFOGNAK NATIVE CORPORATION,

**Defendants Demand  
Trial by Jury**

Defendants.  
-----X

Defendants, ALUTIIQ SECURITY AND TECHNOLOGY, LLC and AFOGNAK  
NATIVE CORPORATION by their attorneys, LESTER SCHWAB KATZ & DWYER, LLP,  
answering plaintiff's undated Complaint respectfully state as follows:

**ANSWERING THE FIRST CAUSE OF ACTION**

1. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "1" of the Complaint.
2. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "2" of the Complaint.
3. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "3" of the Complaint.
4. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "4" of the Complaint.
5. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "5" of the Complaint.

6. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "6" of the Complaint.

7. Admit the allegations contained in paragraph "7" of the Complaint as to defendants ALUTIIQ and AFOGNAK and deny any knowledge or information sufficient to form a belief as to the other defendants.

8. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "8" of the Complaint.

9. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "9" of the Complaint.

10. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "10" of the Complaint.

11. Deny the allegations contained in paragraph "11" of the Complaint.

12. Deny the allegations contained in paragraph "12" of the Complaint except admit that ALUTIIQ SECURITY & TECHNOLOGY, LLC, was and still is foreign limited liability company authorized and doing business in the State of New York.

13. Deny the allegations contained in paragraph "13" of the Complaint except admit that ALUTIIQ SECURITY & TECHNOLOGY, LLC, was and still is a limited liability company authorized to do business in the State of New York.

14. Admit the allegations contained in paragraph "14" of the Complaint.

15. Deny the allegations contained in paragraph "15" of the Complaint.

16. Admit the allegations contained in paragraph "16" of the Complaint.

17. Admit the allegations contained in paragraph "17" of the Complaint except denies that AFOGNAK is/was authorized to do business within the state of New York.

18. Admit the allegations contained in paragraph "18" of the Complaint except denies that AFOGNAK did/does business within the State of New York.

19. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "19" of the Complaint.

20. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "20" of the Complaint.

21. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "21" of the Complaint.

22. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "22" of the Complaint.

23. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "23" of the Complaint.

24. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "24" of the Complaint.

25. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "25" of the Complaint.

26. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "26" of the Complaint.

27. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "27" of the Complaint.

28. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "28" of the Complaint.

29. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "29" of the Complaint.

30. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "30" of the Complaint.

31. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "31" of the Complaint.

32. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "32" of the Complaint.

33. Deny the allegations contained in paragraph "33" of the Complaint.

34. Deny the allegations contained in paragraph "34" of the Complaint.

35. Deny the allegations contained in paragraph "35" of the Complaint.

36. Deny the allegations contained in paragraph "36" of the Complaint.

37. Admit the allegations contained in paragraph "37" of the Complaint.

38. Deny the allegations contained in paragraph "38" of the Complaint.

39. Deny the allegations contained in paragraph "39" of the Complaint.

40. Deny the allegations contained in paragraph "40" of the Complaint.

41. Deny the allegations contained in paragraph "41" of the Complaint.

42. Deny the allegations contained in paragraph "42" of the Complaint.

43. Deny the allegations contained in paragraph "43" of the Complaint.

44. Deny the allegations contained in paragraph "44" of the Complaint.

45. Deny the allegations contained in paragraph "45" of the Complaint.

46. Deny the allegations contained in paragraph "46" of the Complaint.

47. Admit the allegations contained in paragraph "47" of the Complaint.

48. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "48" of the Complaint.

49. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "49" of the Complaint.

50. Deny the allegations contained in paragraph "50" of the Complaint except admit that ALUTIIQ did enter into a contract with an entity known as Northern Region Contracting Center (NRCC) General Support Division (Contract Number DABJ01-03-D-0014-0030) to provide security Guards for the West Point Military Installation.

51. Deny the allegations contained in paragraph "51" of the Complaint except admit that ALUTIIQ did enter into a contract with an entity known as Northern Region Contracting Center (NRCC) General Support Division (Contract Number DABJ01-03-D-0014-0030) to provide security Guards for the West Point Military Installation.

52. Deny the allegations contained in paragraph "52" of the Complaint.

53. Deny the allegations contained in paragraph "53" of the Complaint.

54. Deny any knowledge or information sufficient to form a belief as to the allegations contained in paragraph "54" of the Complaint.

55. Deny the allegations contained in paragraph "55" of the Complaint and refer all questions of law to the Court.

56. Deny the allegations contained in paragraph "56" of the Complaint as to defendants ALUTIIQ and AFOGNAK and deny any knowledge or information sufficient to form a belief as to the other defendants.

57. Deny the allegations contained in paragraph "57" of the Complaint.

58. Deny the allegations contained in paragraph "58" of the Complaint as to defendants ALUTIIQ and AFOGNAK and deny any knowledge or information sufficient to form a belief as to the other defendants.

59. Deny the allegations contained in paragraph "59" of the Complaint as to defendants ALUTIIQ and AFOGNAK and deny any knowledge or information sufficient to form a belief as to the other defendants.

60. Deny the allegations contained in paragraph "60" of the Complaint as to defendants ALUTIIQ and AFOGNAK and deny any knowledge or information sufficient to form a belief as to the other defendants.

61. Deny the allegations contained in paragraph "61" of the Complaint and refer all questions of law to the Court.

62. Deny the allegations contained in paragraph "62" of the Complaint.

63. Deny the allegations contained in paragraph "63" of the Complaint.

**ANSWERING THE SECOND CAUSE OF ACTION**

64. Repeat and reiterate each and every denial hereinbefore made with the same force and effect as though the same were set forth at length herein in answer to paragraph "64" of the Complaint.

65. Deny the allegations contained in paragraph "65" of the Complaint.

**CROSS-CLAIM AGAINST DEFENDANT THE UNITED  
STATES OF AMERICA**

**DEFENDANTS ALUTIIQ SECURITY AND TECHNOLOGY,  
LLC AND AFOGNAK NATIVE CORPORATIONALLEGE:**

66. In the event plaintiff sustained the injuries and damages complained of, such injuries and damages were caused in whole or in part, by reason of the acts or

omissions of THE UNITED STATES OF AMERICA without any wrongdoing on the part of defendants ALUTIIQ and AFOGNAK contributing thereto.

67. By reason of the foregoing, in the event that any judgment or verdict is recovered against defendants ALUTIIQ and AFOGNAK, defendants ALUTIIQ and AFOGNAK are entitled to indemnification from and to judgment over and against THE UNITED STATES OF AMERICA, or alternatively, for contribution from THE UNITED STATES OF AMERICA, equal to their proportionate share of responsibility as is adjudged between all the defendants herein.

**CROSS-CLAIM AGAINST DEFENDANT WACKENHUT  
SERVICES, INCORPORATED**

**DEFENDANTS ALUTIIQ SECURITY AND TECHNOLOGY,  
LLC AND AFOGNAK NATIVE CORPORATIONALLEGE:**

68. In the event plaintiff sustained the injuries and damages complained of, such injuries and damages were caused in whole or in part, by reason of the acts or omissions of the defendant WACKENHUT without any wrongdoing on the part of defendants ALUTIIQ and AFOGNAK contributing thereto.

69. By reason of the foregoing, in the event that any judgment or verdict is recovered against defendants ALUTIIQ and AFOGNAK, defendants ALUTIIQ and AFOGNAK are entitled to indemnification from and to judgment over and against defendant WACKENHUT, or alternatively, for contribution from defendant WACKENHUT, equal to their proportionate share of responsibility as is adjudged between all the defendants herein.

**WHEREFORE**, these answering defendants demand judgment dismissing the Complaint, together with the attorneys' fees, costs and disbursements of this action.

Dated: New York, New York  
June 11, 2008

Respectfully submitted,

LESTER SCHWAB KATZ & DWYER, LLP

S/

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